

K 8329  
1,500 workers

31 pgs.

**AGREEMENT**

**BETWEEN**

**SOUTHWESTERN LINE CONSTRUCTORS CHAPTER NECA**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 611**

**EFFECTIVE: JUNE 29, 2003 THROUGH JUNE 30, 2006**

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## AGREEMENT

Agreement by and between the Southwestern Line Constructors Chapter, NECA and Local Union NO. 611 IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Southwestern Line Constructors Chapter, NECA, and the term "Union" shall mean Local Union No. 611, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

## BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidences between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now therefore, in consideration of the mutual promises and agreements herein contained, the parties agree hereto as follows:

## SCOPE

The scope of work covered by this Agreement shall include all outside, overhead, and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems, and the operation of any and all power equipment necessary thereto, which shall include:

1. The loading and unloading and the handling and trucking of all materials from the railheads or approved materials storage yards, within the State of New Mexico, to tower or pole construction sites, including poles and arms, stub angles, insulators, pole or tower hardware, steel and wire, shall be the work of the IBEW.
2. Wood pole construction work shall include the digging and backfilling of holes for poles and anchors, by hand or mechanical equipment; the moving of men, tools and equipment; the handling, unloading and distribution of all materials; the assembly and erection of all materials and structures including guying, stringing of conductors; and all work necessary to the ultimate completion of wood pole lines, towers, substations, switch structures, or similar wood pole structures where used for the purpose of carrying electric wires, conductors, or equipment.
3. Steel, metal, concrete, and/or all other materials used for outside construction work where such construction is used for the purpose of carrying electric wires, conductors, or equipment which includes construction of transmission towers, outdoor substations, switch racks, and/or similar electrical structures shall include the following: for foundations; the backfilling and grounding of and around such pads or foundations; the moving of all men, tools, and equipment; the handling, distribution, sorting and assembly of all materials and the erection of all structures; the stringing and installation of wires, cables and insulators, and other electrical equipment suspended from such structures, and the ultimate completion of such work.

4. Underground installation (wood, tile, masonry, fiber, metal, and all types of electrical ducts where such installations come under the outside branch of the electrical industry) shall include the following: The moving of men, tools, material, and equipment; the excavation and trenching, installation of raceways or ducts; construction of manholes, transformer vaults, and hand holes, backfilling, installation of fish wire; pulling, splicing and laying of wire or cables installed in the raceways or ducts, or direct burial and all operations required for the ultimate completion of such work.
5. The scope of this Agreement shall include not only the new installation as above outlined, but shall also govern the repair, maintenance, or dismantling of all above structures, lines or equipment, and the handling and operation of all equipment used to transport men, tools, materials, or equipment to or from the job site when moving, raising, or placing materials commonly used in the outside branch of the electrical industry.

**ARTICLE I**  
**EFFECTIVE DATE / CHANGES / GRIEVANCES / DISPUTES**

**EFFECTIVE DATE:**

**Section 1.01.** This Agreement shall take effect June 29, 2003, and shall remain in effect until June 30, 2006, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1<sup>st</sup> through July 1<sup>st</sup> of each year, unless changed or terminated in the way later provided herein.

**CHANGES:**

**Section 1.02A.** Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

**Section 1.02B.** Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

**Section 1.02C.** The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

**Section 1.02D.** Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

**Section 1.02E.** When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

**Section 1.02F.** Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

**Section 1.03.** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

**Section 1.04.** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**GRIEVANCES / DISPUTES:**

**Section 1.05.** There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

**Section 1.06.** All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

**Section 1.07.** All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**Section 1.08.** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

**Section 1.09.** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**ARTICLE II  
UNION RIGHTS / EMPLOYER RIGHTS**

**Section 2.01.** Members of the Union, except those meeting the requirements of Employer as defined herein, shall not contract for any electrical work.

## **FAVORED NATIONS:**

**Section 2.02.** The Union agrees that if during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry, on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement, and the Union shall immediately notify the Employer of any such concession.

**Section 2.03.** The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement. All present employees and those hired after the date of this Agreement who are under the jurisdiction of the Union, shall as a condition of continued employment, become and remain members of the Union from and after the 31<sup>st</sup> day following the date of their employment or the effective date of this Agreement, whichever is later. They shall remain members during the life of this Agreement.

**Section 2.04.** Membership is defined to mean the payment or tendering of initiation fees and periodic dues to an authorized agent of the Union. The Employer will discharge any employee who fails to pay or tender his initiation fees and periodic dues to such authorized agent upon written request by the Union. The Union will furnish an itemized account to the employee and Employer.

**Section 2.05.** Certain qualifications, knowledge, experience, and financial responsibility are required of anyone desiring to be an Employer in the Line Construction Industry. Therefore, an employer who contracts for electrical work ( Outside Jurisdiction) is a person, firm, or corporation having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements.

**Section 2.06.** For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security, and other such protection insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the Union. He shall also make contributions to the State Unemployment Compensation Commission.

**Section 2.07.** The Union agrees that it will not take disciplinary action against any member acting in a supervisory capacity for carrying out the expressed orders of his Employer, but instead, will process a complaint against the supervisor's Employer in accord with Article I of this Agreement.

## **MANAGEMENT RIGHTS:**

**Section 2.08.** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore, have no restrictions except those specifically provided for in the collective bargaining agreement in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe

the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**Section 2.09.** Call Foreman by Name. The Employer may call a Journeyman Lineman by name under the Referral Procedure for the sole purpose of filling the position of Foreman. Said Journeyman Lineman shall remain Foreman and be paid as such during duration of specific job he was called for while employed by the Employer.

The Employer may transfer such Foreman from job to job. Such Foreman shall be selected from Journeyman Linemen on the Out-of-Work List who qualify for Group 1 or Group 2 under the Referral Procedure.

**ANNULMENT / SUBCONTRACTING:**

**Section 2.10.** The Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

**Section 2.11.** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each Local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages, including overtime, paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

### **ARTICLE III HOURS / WAGE PAYMENT / WORKING CONDITIONS**

**Section 3.01.** Eight (8) hours of work starting not later than 8:00 a.m., with a thirty (30) minute lunch period to be taken from 12:00 noon to 12:30 p.m., shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. By mutual consent of the Business Manager and the Employer, the work schedule may be varied. Any such agreement shall be reduced to writing in a memorandum of understanding and be signed by the Business Manger and the Employer before any variations shall be effective.

**Section 3.02A.** Employees required to remain on duty for more than the specified eight (8) hours, shall be compensated for such additional work at the rate of time and one-half (1½) the regular straight time rate of pay until midnight, double (2X) the straight time rate of pay from 12:00 midnight until the regularly scheduled starting time.

**Section 3.02B.** When employees are required to work emergency overtime for five (5) hours or more, they shall be furnished a hot meal, and also for each subsequent consecutive five (5) hours of work thereafter. Pay in lieu of meals shall be \$12.00 for meals earned but not eaten.

**Section 3.02C.** Work on Saturdays shall be at one and one-half (1½) the regular straight time rate of pay. Starting time on Saturday shall be the same time as established for the regular work week.

**Section 3.02D.** Work on Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day, shall be paid for at double the straight time rate. When any of the above holidays is on Sunday, the following day shall be celebrated as the holiday.

**Section 3.03.** When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours' worked.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7½) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours' work.

**Section 3.04.** A lunch period of thirty (30) minutes shall be allowed on each shift.

All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.



There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

**Section 3.05.** Hours of Work - Four Ten Hour Days. Regarding "Hours of Work," it is agreed between the parties that four (4) ten (10) hour days may be utilized as follows:

Ten (10) hours of work starting not later than 7:00 a.m., with a thirty (30) minute lunch period to be taken from 12:00 noon to 12:30 p.m., shall constitute a work day. Forty (40) hours within four (4) days, Monday through Thursday or Tuesday through Friday, shall constitute a work week.

Employees required to remain on duty for more than the specified ten (10) hours shall be compensated for such additional work at the rate of time and one-half (1½) the regular straight time rate of pay. Work performed between midnight and the regularly scheduled starting time shall be paid at the rate of double (2X) times the straight time rate. On Monday through Thursday schedule, time lost due to holidays or inclement weather, may be made up on Friday at the straight time rate of pay.

Work on Fridays and Saturdays when the Monday through Thursday schedule is being worked shall be at one and one-half (1½) the regular straight time rate of pay until midnight then double (2X) the regular straight time rate of pay until the regular scheduled starting time. The above wage rates will apply for work on Mondays and Saturdays when the Tuesday through Friday schedule is being worked. Starting time on Monday, Friday and Saturday shall be the same as established for the regular work week. Work on Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day, shall be paid for at double the straight time rate. When any of the above holidays is on Sunday, the following day shall be celebrated as the holiday.

**Section 3.06.** No work shall be performed on Labor Day except in case of extreme emergency, and all work must be reported to the Business Manager of the Union within forty-eight (48) hours thereafter.

**Section 3.07.** When working with helicopters, these amounts are in addition to the earnings for each day. Two (2) hours is the maximum that will be paid per day. Riding time and working time cannot be combined for a total of three (3) hours.

**Section 3.07A.** One (1) hour per day shall be paid to any employee riding in helicopters. The rate is straight time for the classification.

**Section 3.07B.** Two (2) hours per day shall be paid to any employee assigned to work under helicopters to hook, unhook, handle, set, or receive loads. The rate is straight time for the classification.

**Section 3.08.** Wages shall be paid no later than quitting time at the end of the scheduled work week, and not more than five (5) days wages may be withheld at any time. In the event employees are not paid, waiting time at the regular rate shall be charged until payment is made.

**Section 3.09.** Any employer who pays with a check shall try to make arrangements for all employees to cash their paychecks locally.

**Section 3.10.** Any employee laid off or discharged by the employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made. Employees being laid off shall receive not less than one hours notice. Such time may be utilized to gather his personal belongings. Waiting time is herein defined as the time the employee would normally have worked had he continued his employment.

**Section 3.11.** When an employee is terminated, he shall be given a termination slip stating the reason of such termination. These slips will be furnished by the Union in triplicate with a copy being forwarded to the Local Union. No discriminatory action will be taken by the Union against the Employer or his supervisor for recording the reasons of termination.

**Section 3.12.** Employees reporting for work at the designated starting time and place, not being notified at least one hour prior to scheduled starting time not to report, and who for any cause are not permitted to work, will be paid two (2) hours show up pay. Employee may be required to wait at the headquarters for two (2) hours.

**Section 3.13.** Employees shall leave headquarters at scheduled starting time and return to headquarters by scheduled quitting time.

**Section 3.14.** Headquarters may be established on any job and may be moved from time to time by mutual consent of the Employer and the Union. Forty-eight (48) hours notice shall be given before headquarters are moved so the employees will know in advance.

**Section 3.15.** Headquarters shall be established on paved roads or other roads that are approved by both parties. A pre-bid conference is required to determine approved roads.

**Section 3.16.** Journeyman Linemen and Apprentice Linemen second period and above shall provide themselves with a C.D.L. and State Journeyman License (Apprentice at 7<sup>th</sup> Period) and the following tools:

- |  |                              |
|--|------------------------------|
| Knife  | Plumb Bob                    |
| Screwdrivers   | Climbers                     |
| Six Foot Folding Rule                                  | Pliers, Side Cutting         |
| Pencils  | Body Belt                    |
| Hammer   | Safety Belt                  |
| Adjustable Hand Wrenches,<br>(not to exceed 12 inches) | 1/2 Drive 10" Ratchet Handle |
|  | Socket Set 1/2" - 1 1/8"     |

**Section 3.17.** Operators shall provide a C.D.L. and State License if required, and the following tools:

- |  |                               |
|--|-------------------------------|
| Screwdrivers   | End Wrenches, 3/8" Through 1" |
| Rule   | Pliers, Water Pump            |
| Hammer   | Pliers, Side Cutting          |
| Adjustable Hand Wrenches,<br>(not to exceed 16 inches) | Punch                         |
|  | 1/2 Drive 10" Ratchet Handle  |
|  | Socket set 1/2" - 1 1/8"      |

**Section 3.18.** Groundmen shall provide the following tools:

Hammer  
Adjustable Hand Wrenches,  
(not to exceed 12 inches)

Pliers, Side Cutting

All other tools shall be furnished by the Employer.

**Section 3.19.** The Employer shall provide a storage box with lock for tools required of the employees. The box shall be securely anchored to prevent theft. The Employer is responsible for loss of tools from theft or fire, provided the theft or fire is not a result of the employee's own misconduct or negligence.

**Section 3.20.** When three (3) or more workmen are working on a crew or a job, one (1) Journeyman Lineman shall be designated as foreman by the Employer and shall receive the Foreman's rate of pay. The following exceptions shall not require a foreman:

- a) When opening or closing switches, cutouts, and disconnects on single phase or polyphase circuits.
- b) Making line connections including transformers, capacitors, regulators, and similar equipment for single phase circuits.

**Section 3.21.** On a crew or on a job having a Foreman, employees are not to take direction or orders, or accept layout of any job from anyone except the Foreman. At no time will a Foreman be required to supervise more than six (6) Journeymen on a crew or job.

The only exception to the above: there shall be combined maximum limit of ten (10) Journeymen on any conductor stringing and wire sagging crew.

**Section 3.22.** After the second foreman is required on any job, a General Foreman will be employed and paid General Foreman's rate of pay. A General Foreman may supervise a crew until the third Foreman is required, at which time the General Foreman shall not supervise a crew.

General Foremen may supervise up to five (5) Foremen on a specific job and will not work with the tools, which includes hauling materials or tools. General Foremen are not to take directions or orders, or to accept layouts of any job from anyone except the Superintendent or Employer.

**Section 3.23.** All General Foreman and Foremen shall be Journeymen Linemen with at least two (2) years experience as a Journeyman Lineman and have completed an Apprenticeship Program or passed a Journeyman Lineman Test given by an IBEW Local Union.

**Section 3.24.** The Employer shall furnish potable, cool water, cups and salt tablets. Suitable containers and dispensers shall be provided.

**Section 3.25.** All framing of poles, assembling of material and fabrication of steel done on the job shall be performed by Journeymen Linemen assisted by Apprentice Linemen, Operators, or Groundmen.

**Section 3.26.** Linemen may be called on to do any work or operate any equipment they are qualified to operate on work covered by this Agreement.

**Section 3.27.** Lead wiping of joints for lead-covered power and communication cables shall be the work of the cable splicer and paid at the cable splicer rate. All other type cables will be handled at the Journeyman Lineman Rate.

**Section 3.28.** Equipment Operators may be called on to operate any equipment and may be required to work as Groundmen when not operating equipment. When Operators are working as Groundmen, they shall be given an opportunity to work as Operators before other Operators are hired.

**Section 3.29.** Groundmen will be permitted to do any work under general direction of a Lineman or Operator that does not involve climbing. He may drive or operate pickup trucks, flatbed trucks, and other equipment where special skill and experience is not required. Groundmen may deliver or transport any equipment.

**Section 3.30.** Groundmen shall use hand tools only under the supervision of a Journeyman Linemen. Under no circumstances shall a Groundman use climbing tools.

**Section 3.31.** Representatives of the Employer and the Unions shall meet and decide how each job shall be operated before work starts.

**Section 3.32.** The Employer shall submit the names of all General Foremen and Superintendents on each job to the Union.

**Section 3.33.** The Union may designate a Job Steward or Stewards. Such Steward shall be thoroughly briefed on the applicable Agreement and conditions. The Contractor shall be informed on the designation of a Steward and the Contractor shall not discriminate against him. Stewards shall not collect dues, assessments, or write receipts on company time.

**NON-RESIDENT EMPLOYEES:**

**Section 3.35.** An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

## **ARTICLE IV REFERRAL PROCEDURE**

**Section 4.01.** In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**Section 4.02.** The Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 4.03.** The Employer shall have the right to reject any applicant for employment.

**Section 4.04.** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**Section 4.05.** The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

### **CLASSIFICATION A JOURNEYMAN LINEMAN - JOURNEYMAN TECHNICIAN**

**GROUP I.** All applicants for employment who have three and one-half (3½) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3½) years in the geographical area covered by the collective bargaining agreement.

**GROUP II.** All applicants for employment who have three and one-half (3½) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee.

**GROUP III.** All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market for at least six (6) months in the last two and one-half (2½) years in the geographical area covered by the collective bargaining agreement.

**GROUP IV.** All applicants for employment who have worked at the trade for more than one year.

**CLASSIFICATION B**  
**HEAVY EQUIPMENT OPERATOR**

**GROUP I.** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

**GROUP II.** All applicants for employment who have experience in the trade, and have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.

**GROUP III.** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

**GROUP IV.** All applicants for employment who have worked at the trade for more than one year.

**CLASSIFICATION C**  
**GROUNDMAN - TRUCK DRIVER**

**GROUP I.** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

**GROUP II.** All applicants for employment who have worked in the trade for more than one year.

**GROUP III.** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

**GROUP IV.** All other applicants for employment.

**Section 4.06.** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

**Section 4.07.** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

**Section 4.08.** "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, De Baca, Dona Ana, Eddy, Grant, Guadalupe, Harding, Hidalgo, Lea, Lincoln, Los Alamos, Luna, McKinley, Mora, Otero, Quay, Rio Arriba, Roosevelt, Sandoval, San Juan, San Miguel, Santa Fe, Sierra, Socorro, Taos, Torrance, Union, and Valencia Counties in New Mexico.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

**Section 4.09.** "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 4.10.** An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one-half (3½) years' experience in the trade.

**Section 4.11.** The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**Section 4.12.** An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, upon re-registration, be restored to his appropriate place within his Group.

**Section 4.13.** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

**Section 4.14.** The only exceptions which shall be allowed in this order of referral are as follows:

- a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

**Section 4.15.** An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**Section 4.16.** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

**Section 4.17.** A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**Section 4.18.** A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

**Section 4.19.** Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

## **ARTICLE V SAFETY RULES AND DRUG AND ALCOHOL POLICY**

**Section 5.01.** The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.



## **ARTICLE VI APPRENTICESHIP AND TRAINING**

**Section 6.01.** The Area Training Agreement entered into between the Southwestern Line Constructors Chapter, NECA and IBEW Local Union No. 611 as approved by the International President on July 1, 2001, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently the contribution rate to the Apprenticeship and Training Trust is one-half (1/2) of one percent (1%) of the gross labor payroll. Apprentices' wages and ratio of Apprentice to Journeymen are specified in the Area Training Agreement.

## **ARTICLE VII UNION DUES DEDUCTION**

**Section 7.01.** The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

This money shall be mailed to the Local Union each month, no later than the fifteenth (15<sup>th</sup>) of the following month. Space is provided on the NEBF Form for this account.

## **ARTICLE VIII PENSION PLAN**

Work covered by Appendage "A" applies to work done for Electric and Telephone Utilities, REA Cooperatives, Railroads, and Municipalities.

**Section 8.01.** It is agreed that in accord with the IBEW – District Ten – NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to nineteen percent (19%) of gross pay together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

**Section 8.02.** Work covered by Appendages "B", "C", and "D", Commercial and Industrial Line Work. It also applies to switching stations and substations adjacent to power plants. Each signatory contractor shall contribute to the National Electrical Annuity Plan ("NEAP"):

Appendage "B", "C", and "D": Effective July 1, 2003 – Fifteen percent (15%) of gross pay

Said amounts shall be for each hour worked by each employee covered by this Agreement and remittances shall be made payable to: National Electrical Annuity Plan ("NEAP").

**Section 8.03.** All disbursements shall be in accordance with the Trust Agreement. The cost of implementing and the administration of the Pension Trust, including legal fees, bonding of trustees, postage, printing, etc., shall be borne by and from the Pension Trust Fund.

**Section 8.04.** The Pension Fund, including Employer contributions, shall continue in effect during the entire term of this Agreement, provided that for any reason said Trust be terminated, then immediately upon that event, the amount of contributions herein required, namely nineteen percent (19%) and fifteen percent (15%); shall be open for negotiations between the parties to this Agreement within a maximum time limit of seventy-two (72) hours.

**Section 8.05.** This Pension Trust Fund and Trust Agreement shall comply with and conform to all applicable laws.

**Section 8.06.** The parties further agree that upon receipt by an Employer of seventy-two (72) hours written notice from the Union of delinquency or default in making deductions or remittances as provided in this Article, this Agreement shall be subject to termination, unless within such time such Employer makes satisfactory proof that such delinquency or default does not in fact exist or that it has been corrected.

## **ARTICLE IX NEBF**

**Section 9.01.** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

## **ARTICLE X HEALTH AND WELFARE**

**Section 10.01.** The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund (LINECO) the following amounts for each hour paid to all employees covered by this Agreement:

Effective 07/01/2003 - \$3.25 per man hour

Effective 01/01/2004 - \$3.75 per man hour

Effective 7/01/2004 through 6/30/2006 an additional \$1.25 per man hour is allocated not to exceed \$1.00 per man hour in the second year of the contract (7/01/2004 thru 6/30/2005).

The contributions of the Employer shall be used to provide temporary disability, dental, hospital, surgical, and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund may determine this protection is advisable.

The Employer agrees to be bound by the terms and conditions of the Trust Documents and by the actions of the trustees, excluding any action prohibited by law or which diverts the funds from the purposes for which the Trust was created, and to make available to the LINECO Trustees such information and records as will enable the LINECO Trustees to perform their functions.

The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the NECA Chapters and IBEW Unions. If any employer fails to make contributions to said Welfare Fund as provided in this Agreement, no later than the fifteenth day following the end of the calendar month, he shall be subject to having this Agreement terminated upon seventy-two hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Line Construction Benefit Fund. In addition, if suit is instituted to collect any delinquent payments, the Employer shall also be liable for such interest, damages, fees, and costs as are provided for by law.

**ARTICLE XI**  
**NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)**

**Section 11.01.** The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- a) to improve communication between representatives of labor and management;
- b) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- c) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- d) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- e) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- f) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- g) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- h) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- i) to enhance the involvement of workers in making decisions that affect their working lives; and
- j) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**Section 11.02.** The Fund shall function in accordance with and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**Section 11.03.** Each Employer shall contribute one cent (1¢) per hour worked, up to a maximum of 150,000 per year, for work performed under the terms of IBEW Local Union agreements with the Southwestern Line Constructors Chapter, NECA. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The

Southwestern Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this fund.

**Section 11.04.** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

**APPENDAGE "A"**

UTILITY LINE WORK covered by Southwestern Line Constructors Chapter, NECA and IBEW, Local Union 611.

This Appendage "A" applies to work done for Electric and Telephone Utilities, REA Cooperatives, Railroads, and Municipalities. Wages are established for all counties in the State of New Mexico.

These wage rates and fringe benefits shall be effective June 29, 2003 through June 30, 2006.

<b>Classification</b>	<b>Effective 06/29/2003</b>	<b>Effective 07/04/2004</b>	<b>Effective 07/03/2005</b>
General Foreman (121%)	\$30.08	\$30.98	\$31.97
Foreman (115%)	\$28.59	\$29.44	\$30.38
Cable Splicer (110%)	\$27.35	\$28.16	\$29.06
Journeyman Lineman	\$24.86	\$25.60	\$26.42
Journeyman Technician	\$24.86	\$25.60	\$26.42
Equipment Operator (86%) (includes Helicopter Operator)	\$21.38	\$22.02	\$22.72
Equipment Mechanic (86%) (includes Helicopter Mechanic)	\$21.38	\$22.02	\$22.72
Powderman (83%)	\$20.63	\$21.25	\$21.93

**Apprentices: Based on percentage (%) of Journeyman Wage Rate**

1 <sup>st</sup>	6 months (60%)	\$14.92	\$15.36	\$15.85
2 <sup>nd</sup>	6 months (65%)	\$16.16	\$16.64	\$17.17
3 <sup>rd</sup>	6 months (70%)	\$17.40	\$17.92	\$18.49
4 <sup>th</sup>	6 months (75%)	\$18.65	\$19.20	\$19.82
5 <sup>th</sup>	6 months (80%)	\$19.89	\$20.48	\$21.14
6 <sup>th</sup>	6 months (85%)	\$21.13	\$21.76	\$22.46
7 <sup>th</sup>	6 months (90%)	\$22.37	\$23.04	\$23.78

**Groundman and Jack Hammer Operators:**

Experienced (67%)	\$16.66	\$17.15	\$17.70
1 <sup>st</sup> 2,000 hours (49%)	\$12.18	\$12.54	\$12.95
2 <sup>nd</sup> 2,000 hours (56%)	\$13.92	\$14.34	\$14.80

**FRINGE BENEFITS**

Health and Welfare: Effective 07/01/2003: \$3.25 per man hour  
Effective 01/01/2004: \$3.75 per man hour

Effective 7/01/2004 through 6/30/2006 an additional \$1.25 per man hour is allocated not to exceed \$1.00 per man hour in the second year of the contract (7/01/2004 thru 6/30/2005).

Pension: Effective 06/29/2003: 3% NEBF & 19% NEAP


Education/Apprentice Training: 1/2 of 1% of Gross Payroll  
Industry Fund: 1% of Gross Payroll

**SEPARABILITY CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

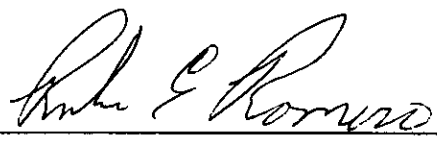
IN WITNESS WHEREOF: The parties have executed this Agreement on the twenty-ninth day of June, 2003.

SIGNED FOR SOUTHWESTERN LINE  
CONSTRUCTORS CHAPTER, NECA:

  
\_\_\_\_\_  
Chapter Manager

Date: 8-22-03

SIGNED FOR LOCAL UNION NO. 611,  
IBEW:

  
\_\_\_\_\_  
Business Manager

Date: 8/11/03

Subject to approval of National  
Office, NECA

Subject to the approval of the  
International President, IBEW

## APPENDAGE "B"

COMMERCIAL AND INDUSTRIAL LINE WORK covered by New Mexico Chapter NECA and Local Union 611 IBEW.

This appendage applies to line work not covered in Appendage "A". It also applies to switching stations and substations adjacent to power plants. Wages and fringes are established for headquarters in Zones 1, 2, 3, and 4, in the following counties and areas as listed. Zones are described below:

- |               |                |                         |
|---------------|----------------|-------------------------|
| 1. Bernalillo | 12. Los Alamos | 23. Socorro             |
| 2. Catron     | 13. McKinley   | 24. Taos                |
| 3. Chaves     | 14. Mora       | 25. Torrance            |
| 4. Cibola     | 15. Quay       | 26. Union               |
| 5. Colfax     | 16. Rio Arriba | 27. Valencia            |
| 6. Curry      | 17. Roosevelt  | 28. White Sands Missile |
| 7. De Baca    | 18. Sandoval   | Range and that          |
| 8. Grant      | 19. San Juan   | portion of Ft. Bliss in |
| 9. Guadalupe  | 20. San Miguel | New Mexico              |
| 10. Harding   | 21. Santa Fe   |                         |
| 11. Lincoln   | 22. Sierra     |                         |

### Zone 1 Basic Wage Rates

City	Miles From Main Post Office
*Albuquerque	25 Miles
Belen	12 Miles
Carrizozo	12 Miles
Clovis	12 Miles
Española	14 Miles
Farmington	6 Miles
Gallup	10 Miles
Las Vegas	8 Miles
Los Lunas	12 Miles
Portales	12 Miles
Raton	6 Miles
Roswell	12 Miles
Ruidoso	12 Miles
Santa Fe	10 Miles
Tucumcari	6 Miles

\*The Eastern edge of the Albuquerque Zone extends no further than the Western boundary of the Village of Tijeras.

Zone 2 extending up to 20 miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by 9% of the Journeyman Rate for Zone 1.

Zone 3 extending up to 30 miles beyond Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by 15% of the Journeyman Rate for Zone 1.



Zone 4 anything beyond 30 miles from Zone 1, EXCEPT ALBUQUERQUE, rates per hour shall be increased by 26% of the Journeyman Rate for Zone 1.

For establishing the outlying free zones from the Albuquerque Free Zone only, Zone 2 shall extend up to 10 miles beyond Zone 1. Zone 3 shall extend up to 20 miles beyond Zone 1, and Zone 4 anything beyond 20 miles beyond Zone 1.

For work in Los Alamos, use the Zone 3 Rate.

**APPENDAGE "B"**

**FRINGE BENEFITS**

Health and Welfare: Effective 07/01/2003: \$3.25 per man hour  
 Effective 01/01/2004: \$3.75 per man hour

Effective 7/01/2004 through 6/30/2006 an additional \$1.25 per man hour is allocated not to exceed \$1.00 per man hour in the second year of the contract (7/01/2004 thru 6/30/2005).

Pension: 3% + 15% Per Hour Worked  
Education/Apprentice Training: ½ of 1% of Gross Payroll  
Industry Fund: 1% of Gross Payroll

**Wage Rates and Fringe Benefits effective July 1, 2003, through December 31, 2003:**

<b>CLASSIFICATIONS</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
General Foreman	30.43	32.59	34.04	36.68
Foreman	27.66	29.82	31.27	33.91
Cable Splicer	26.46	28.62	30.07	32.71
Journeyman Lineman	24.05	26.21	27.66	30.30
Equipment Operator (includes Helicopter Operator)	22.85	25.01	26.46	29.10
Equipment Mechanic (includes Helicopter Mechanic)	22.85	25.01	26.46	29.10
Powderman	21.01	23.17	24.62	27.26
<b>Apprentices:</b>				
1 <sup>st</sup> 6 months (60%)	14.43	16.59	18.04	20.68
2 <sup>nd</sup> 6 months (65%)	15.63	17.79	19.24	21.88
3 <sup>rd</sup> 6 months (70%)	16.84	19.00	20.45	23.09
4 <sup>th</sup> 6 months (75%)	18.04	20.20	21.65	24.29
5 <sup>th</sup> 6 months (80%)	19.24	21.40	22.85	25.49
6 <sup>th</sup> 6 months (85%)	20.44	22.60	24.05	26.69
7 <sup>th</sup> 6 months (90%)	21.65	23.81	25.26	27.90
<b>Groundman and Jack Hammer Operators:</b>				
Experienced	17.20	19.36	20.81	23.45
1 <sup>st</sup> 2,000 hours	13.21	15.37	16.82	19.46
2 <sup>nd</sup> 2,000 hours	14.63	16.78	18.24	20.88

Zone 2 = Zone 1 + 9% of JL Zone 1 Rate = \$2.16  
 Zone 3 = Zone 1 + 15% of JL Zone 1 Rate = \$3.61  
 Zone 4 = Zone 1 + 26% of JL Zone 1 Rate = \$6.25

**Wage Rates and Fringe Benefits effective January 1, 2004 through May 31, 2004:**

For work in Los Alamos, use the Zone 3 Rate.

<b>CLASSIFICATIONS</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
General Foreman	31.05	33.26	34.73	37.43
Foreman	28.23	30.44	31.91	34.61
Cable Splicer	27.01	29.22	30.69	33.39
Journeyman Lineman	24.55	26.76	28.23	30.93
Equipment Operator (includes Helicopter Operator)	23.32	25.53	27.00	29.70
Equipment Mechanic (includes Helicopter Mechanic)	23.32	25.53	27.00	29.70
Powderman	21.51	23.72	25.19	27.89
<b>Apprentices:</b>				
1 <sup>st</sup> 6 months (60%)	14.73	16.94	18.41	21.11
2 <sup>nd</sup> 6 months (65%)	15.96	18.17	19.64	22.34
3 <sup>rd</sup> 6 months (70%)	17.19	19.40	20.87	23.57
4 <sup>th</sup> 6 months (75%)	18.41	20.62	22.09	24.79
5 <sup>th</sup> 6 months (80%)	19.64	21.85	23.32	26.02
6 <sup>th</sup> 6 months (85%)	20.87	23.08	24.55	27.25
7 <sup>th</sup> 6 months (90%)	22.10	24.31	25.78	28.48
<b>Groundman and Jack Hammer Operators:</b>				
Experienced	17.70	19.91	21.38	24.08
1 <sup>st</sup> 2,000 hours	13.71	15.92	17.39	20.09
2 <sup>nd</sup> 2,000 hours	15.13	17.34	18.81	21.51

Zone 2 = Zone 1 + 9% of JL Zone 1 Rate = \$2.21  
 Zone 3 = Zone 1 + 15% of JL Zone 1 Rate = \$3.68  
 Zone 4 = Zone 1 + 26% of JL Zone 1 Rate = \$6.38

## APPENDAGE "C"

### COMMERCIAL AND INDUSTRIAL LINE WORK

This Appendage "C" applies to line work not covered in Appendages "A" and "B". It also applies to switching stations and substations adjacent to power plants. Wages and fringes are established for headquarters in Zones 1 and 2 in the following counties and areas as listed:

Counties of Luna, Dona Ana, Otero, Hidalgo, exclusive of White Sands Missile Range and that portion of Fort Bliss in New Mexico.

#### ZONE 1.

- a) The area within a 25 mile radius from the Downtown Post Office in El Paso, Texas. Fort Bliss and Biggs Field Property to be included in this Free Zone. Fort Bliss and Biggs Field to be defined by official U.S. Government Army Map.
- b) The area within a five mile radius of any city, town, or municipality within which an employer establishes or maintains his permanent place of business.
- c) The area within a fifteen mile radius from the Post Office in Las Cruces, New Mexico, and within a five mile radius from the Post Office in Alamogordo, Deming, and Lordsburg, New Mexico.
- d) The area ten miles East and ten miles West of Interstate 10, between El Paso, Texas and Las Cruces, New Mexico.
- e) When a job is at or near a town where living accommodations are available, the employer may declare it a subsistence job, in which case each employee will be paid subsistence (excepting any workman who resides at that town) and wages will be paid at Zone 1 rates. The subsistence rate will be thirty-five dollars (\$35.00) per day.

The employer will furnish transportation from that town to the job.

Exceptions: All jobs five miles or more from the town with living accommodations will remain in Zone 2.

ZONE 2. All other areas of the jurisdiction except those specified in Zone 1.

Transportation to all jobs in Zone 2 shall be furnished by the Employer to and from the town in which he maintains his permanent shop. If he has no permanent shop in the jurisdiction, he shall furnish transportation to and from El Paso.

In lieu of furnishing transportation, the employer may elect to require the workman to report to the job, in which case, the employee will be paid thirty cents (\$.30) per mile, one way, measured from the edge of the El Paso Free Zone.

Transportation, when furnished by the employer, shall be in regular passenger vehicles, to include cabs of trucks or pickups, providing a regular equipment seat for each passenger carried. Said vehicle shall also be capable of traveling at posted speed limits.

These distances specified herein will be computed by the most direct paved automobile road available.

Wage Rates: In addition to specified wage rates, the employer agrees to contribute \$2.00 per man hour worked in all classifications to the LINECO Benefit Fund. On shift work, a complete swing or graveyard shift will require an eight hour contribution.

**Refer to Appendage "B" Zone 1 for Wage Rates and Fringe Benefits**

**APPENDAGE "D"**

**COMMERCIAL AND INDUSTRIAL LINE WORK**

This Appendage "D" applies to line work not covered in Appendages "A" and "B", "C". It also applies to switching stations adjacent to power plants. Wages and fringes are established for headquarters in Zones A, B, C, and D, in the following counties and areas as listed: Eddy and Lea Counties.

The dispatch points of Local Union #611 shall include all towns listed below, and the Union shall provide men to any shop or job to which they may be ordered to report. Zone A shall be established at each of these locations which shall comprise an area as designated from the Main Post Office in the town, in any direction, and workmen shall report to the shop or job as directed at regularly scheduled working hours and shall not receive any travel pay. All distance shall be computed at the most direct usable automobile routes. When workmen are ordered to report to jobs outside Zone A, the Zone A hourly wage rate shall be increased by forty-five cents (\$.45) for Zone B; by sixty cents (\$.60) for Zone C; and by eighty-five cents (\$.85) for Zone D.

**Zone A Dispatch Points**

Artesia	12 miles
Carlsbad	12 miles
Hobbs	12 miles
Lovington	12 miles

Zone A shall be designated from the Main Post Office of Artesia, Carlsbad, Hobbs and Lovington, New Mexico.

Zone B extending up to ten (10) miles beyond Zone A, rates per hour shall be increased by forty-five cents (\$.45).

Zone C extending up to twenty-eight (28) miles beyond Zone A, rates per hour shall be increased by sixty cents (\$.60).

Zone D anything beyond twenty-eight (28) miles from Zone A, rates per hour shall be increased by eighty-five cents (\$.85).

**Refer to Appendage "B" Zone 1 for Wage Rates and Fringe Benefits**

**LETTER OF UNDERSTANDING  
BETWEEN  
SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 611**

The parties agree to establish a new classification of "Lineman". This classification shall be paid at 87% of the Journeyman Lineman rate.

Lineman wage rates will be:	June 29, 2003	\$21.63
	July 04, 2004	\$22.27
	July 03, 2005	\$22.99

Pension benefits on the Lineman classification will be paid in accordance with the current Collective Bargaining Agreement.

The Linemen shall provide themselves with the tools listed under Article III, Section 3.16, and shall work under the supervision of a Journeyman Lineman.

Under no circumstances shall a Lineman work as a Foreman or General Foreman. Furthermore, the number of Linemen working on any job shall not exceed at any time the number of Apprentice Linemen working on the same job, unless the Local Union is unable to provide Apprentice Linemen.

Any Apprentice Lineman who is dropped for any reason from an Apprenticeship Program will not be eligible to work in this classification for three (3) years.

The Employer may not upgrade any employee into the Lineman classification unless the Local Union is unable to provide employees.

All other provisions of the current collective bargaining agreement not mentioned herein shall remain in full force and effect.

This agreement shall take effect July 1, 2001, and shall remain in effect from year to year thereafter, from July 1<sup>st</sup>, until June 30<sup>th</sup> of each year, unless changed or terminated as provided herein.

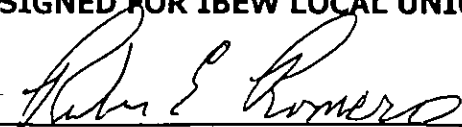
Either party desiring to terminate or change this agreement may do so by notifying the other in writing at least ninety (90) days prior to the anniversary date.

**SIGNED FOR SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA:**

  
\_\_\_\_\_  
Chapter Manager

Date: 8-22-03

**SIGNED FOR IBEW LOCAL UNION 611:**

  
\_\_\_\_\_  
Business Manager

Date: 8/21/03

**LETTER OF UNDERSTANDING  
BETWEEN  
SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 611**


It is agreed that a new classification of "Light Equipment Operator" will be established and shall apply to all appendages.

Light Equipment Operators will be allowed to operate rubber-tired tractors, trenchers and backhoes or combinations thereof.

Light Equipment Operators will be paid at the rate of 70% of Journeyman Lineman scale of the appendage, which they are working under.


This Letter of Understanding shall remain in effect for the term of the Collective Bargaining Agreement at which time it will be determined if it should become part of the Collective Bargaining Agreement.

**SIGNED FOR SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA:**

  
\_\_\_\_\_  
Chapter Manager

Date: 8-22-03

**SIGNED FOR IBEW LOCAL UNION 611:**

  
\_\_\_\_\_  
Business Manager

Date: 8/11/03

**LETTER OF UNDERSTANDING  
BETWEEN  
SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 611**


The parties agree to establish an overtime provision for employees who are subject to emergency outage call-out overtime by and for Public Service Company of New Mexico.

This provision shall not apply to an employee's normal day to day job assignment. The parties agree to the following:

1. A \$25.00 lump sum payment for each call-out worked.
2. Double time (2X) the employee's straight time hourly rate of pay for all hours worked.
3. Two (2) hours double time (2X) rate of pay minimum for each call-out.
4. Double time (2X) pay shall continue until the emergency outage is completed or the employee is relieved from emergency outage duty.

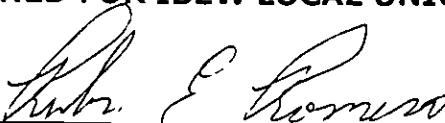
This agreement shall remain in effect for the term of the Collective Bargaining Agreement.

**SIGNED FOR SOUTHWESTERN LINE CONSTRUCTORS CHAPTER, NECA:**

  
\_\_\_\_\_  
Chapter Manager

Date: 8-22-03

**SIGNED FOR IBEW LOCAL UNION 611:**

  
\_\_\_\_\_  
Business Manager

Date: 8/11/03